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Holdings, LLC; and The Buckle, Inc.  
7

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**  
10

11 METAL JEANS, INC.,  
12 Plaintiff,  
13 vs.  
14 AFFLICTION HOLDINGS, LLC; THE  
BUCKLE, INC. and DOES 1-10,  
15 Defendants.  
16

Case No. 2:15-cv-00743-PA-E

[DISCOVERY MATTER]

~~PROPOSED~~ PROTECTIVE  
ORDER

Judge: Hon. Percy Anderson

Action Filed: February 2, 2015  
Trial Date: None Set

17  
18 **1. PURPOSES AND LIMITATIONS**

19 1.1 As the parties have represented that discovery in this action is likely to  
20 involve production of confidential, proprietary, or private information for which  
21 special protection from public disclosure and from use for any purpose other than  
22 prosecuting this litigation may be warranted, this Court enters the following  
23 Protective Order. This Order does not confer blanket protections on all disclosures  
24 or responses to discovery. The protection it affords from public disclosure and use  
25 extends only to the limited information or items that are entitled to confidential  
26 treatment under the applicable legal principles. Further, as set forth in Section 11,  
27 below, this Protective Order does not entitle the parties to file confidential  
28 information under seal. Rather, when the parties seek permission from the court to

1 file material under seal, the parties must comply with Civil Local Rule 79-5 and  
2 with any pertinent orders of the assigned District Judge and Magistrate Judge,  
3 including any procedures adopted under the Pilot Project for the Electronic  
4 Submission and Filing of Under Seal Documents.

5 1.2 Good Cause Statement: In light of the nature of the claims and  
6 allegations in this case and the parties' representations that discovery in this case  
7 will involve the production of confidential records, and in order to expedite the flow  
8 of information, to facilitate the prompt resolution of disputes over confidentiality of  
9 discovery materials, to adequately protect information the parties are entitled to keep  
10 confidential, to ensure that the parties are permitted reasonable necessary uses of  
11 such material in connection with this action, to address their handling of such  
12 material at the end of the litigation, and to serve the ends of justice, a protective  
13 order for such information is justified in this matter. The parties shall not designate  
14 any information/documents as confidential without a good faith belief that such  
15 information/documents have been maintained in a confidential, non-public manner,  
16 and that there is good cause or a compelling reason why it should not be part of the  
17 public record of this case.

18  
19 **2. DEFINITIONS**

20 2.1 Action: The instant action: *Metal Jeans, Inc. v. Affliction Holdings,*  
21 *LLC, et al.*, Case No. 2:15-cv-00743-PA-E.

22 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
23 of information or items under this Order.

24 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
25 how it is generated, stored or maintained) or tangible things that qualify for  
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
27 the Good Cause Statement.

28 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as

1 their support staff).

2 2.5 Designating Party: a Party or Non-Party that designates information or  
3 items that it produces in disclosures or in responses to discovery as  
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
5 ONLY.”

6 2.6 Disclosure or Discovery Material: all items or information, regardless  
7 of the medium or manner in which it is generated, stored, or maintained (including,  
8 among other things, testimony, transcripts, and tangible things), that are produced or  
9 generated in disclosures or responses to discovery in this matter.

10 2.7 Expert: a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
12 an expert witness or as a consultant in this Action.

13 2.8 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY:  
14 Information or Items: extremely sensitive “Confidential Information or Items,”  
15 disclosure of which to another Party or Non-Party would create a substantial risk of  
16 serious harm that could not be avoided by less restrictive means.

17 2.9 House Counsel: attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside  
19 counsel.

20 2.10 Non-Party: any natural person, partnership, corporation, association, or  
21 other legal entity not named as a Party to this action.

22 2.11 Outside Counsel of Record: attorneys who are not employees of a party  
23 to this Action but are retained to represent or advise a party to this Action and have  
24 appeared in this Action on behalf of that party or are affiliated with a law firm which  
25 has appeared on behalf of that party, and includes support staff.

26 2.12 Party: any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their  
28 support staffs).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

3.1 The protections conferred by this Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any deposition testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material, other than during a court hearing or at trial.

3.2 Any use of Protected Material during a court hearing or at trial shall be governed by the orders of the presiding judge. This Order does not govern the use of Protected Material during a court hearing or at trial.

### 4. DURATION

4.1 Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
2 including the time limits for filing any motions or applications for extension of time  
3 pursuant to applicable law.

4 **5. DESIGNATING PROTECTED MATERIAL**

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under  
7 this Order must take care to limit any such designation to specific material that  
8 qualifies under the appropriate standards. The Designating Party must designate for  
9 protection only those parts of material, documents, items, or oral or written  
10 communications that qualify so that other portions of the material, documents,  
11 items, or communications for which protection is not warranted are not swept  
12 unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber the case development process or to impose  
16 unnecessary expenses and burdens on other parties) may expose the Designating  
17 Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in  
22 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24 under this Order must be clearly so designated before the material is disclosed or  
25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic  
28 documents, but excluding transcripts of depositions), that the Producing Party affix

1 at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
2 ATTORNEYS' EYES ONLY", to each page that contains protected material. If  
3 only a portion or portions of the material on a page qualifies for protection, the  
4 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
5 appropriate markings in the margins).

6 A Party or Non-Party that makes original documents available for inspection  
7 need not designate them for protection until after the inspecting Party has indicated  
8 which documents it would like copied and produced. During the inspection and  
9 before the designation, all of the material made available for inspection shall be  
10 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
11 documents it wants copied and produced, the Producing Party must determine which  
12 documents, or portions thereof, qualify for protection under this Order. Then, before  
13 producing the specified documents, the Producing Party must affix the  
14 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
15 portion or portions of the material on a page qualifies for protection, the Producing  
16 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
17 markings in the margins).

18 (b) for testimony given in depositions that the Designating Party  
19 identifies on the record, before the close of the deposition as protected testimony.

20 (c) for information produced in some form other than documentary  
21 and for any other tangible items, that the Producing Party affix in a prominent place  
22 on the exterior of the container or containers in which the information is stored the  
23 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
24 EYES ONLY." If only a portion or portions of the information warrants protection,  
25 the Producing Party, to the extent practicable, shall identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party's right to secure protection under this Order for such material.



1 Upon timely correction of a designation, the Receiving Party must make reasonable  
2 efforts to assure that the material is treated in accordance with the provisions of this  
3 Order.

4 5.4 Miscellaneous.

5 a. Nothing in this Stipulation and Protective Order shall affect the  
6 right of the Designating Party to disclose the Designating Party's own  
7 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" information to any person  
8 or entity. Such disclosure shall not waive any of the protections of this Stipulation  
9 and Protective Order.

10 b. Nothing herein shall be construed to mean that counsel of record  
11 for a party may not use "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY"  
12 materials at trial, subject to any applicable objections.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court's  
16 Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37-1 et seq.

19 6.3 The burden of persuasion in any such challenge proceeding shall be on  
20 the Designating Party. Frivolous challenges, and those made for an improper  
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
22 parties) may expose the Challenging Party to sanctions. Unless the Designating  
23 Party has waived or withdrawn the confidentiality designation, all parties shall  
24 continue to afford the material in question the level of protection to which it is  
25 entitled under the Producing Party's designation until the Court rules on the  
26 challenge.

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28 7.1 Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection with this  
2 Action only for prosecuting, defending, or attempting to settle this Action. Such  
3 Protected Material may be disclosed only to the categories of persons and under the  
4 conditions described in this Order. When the Action has been terminated, a  
5 Receiving Party must comply with the provisions of Section 13 below.

6 Protected Material must be stored and maintained by a Receiving Party at a  
7 location and in a secure manner that ensures that access is limited to the persons  
8 authorized under this Order.

9 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
10 otherwise ordered by the court or permitted in writing by the Designating Party, a  
11 Receiving Party may disclose any information or item designated  
12 "CONFIDENTIAL" only to:

13 (a) the Receiving Party's Outside Counsel of Record in this Action,  
14 as well as employees of said Outside Counsel of Record to whom it is reasonably  
15 necessary to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel)  
17 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to  
19 whom disclosure is reasonably necessary for this Action and who have signed the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and  
24 Professional Vendors to whom disclosure is reasonably necessary for this Action  
25 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
26 A);

27 (g) the author or recipient of a document containing the information  
28 or a custodian or other person who otherwise possessed or knew the information;



1 (h) during their depositions, witnesses, and attorneys for witnesses,  
2 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
3 party requests that the witness sign the "Acknowledgment and Agreement to Be  
4 Bound" form attached as Exhibit A hereto; and (2) they will not be permitted to  
5 keep any confidential information unless they sign the "Acknowledgment and  
6 Agreement to Be Bound" attached as Exhibit A, unless otherwise agreed by the  
7 Designating Party or ordered by the court. Pages of transcribed deposition testimony  
8 or exhibits to depositions that reveal Protected Material may be separately bound by  
9 the court reporter and may not be disclosed to anyone except as permitted under this  
10 Protective Order; and

11 (i) any mediator or settlement officer, and their supporting  
12 personnel, mutually agreed upon by any of the parties engaged in settlement  
13 discussions.

14 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
15 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in  
16 writing by the Designating Party, a Receiving Party may disclose any information or  
17 item designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only  
18 to:

19 (a) the Receiving Party's Outside Counsel of Record in this action,  
20 as well as employees of said Outside Counsel of Record to whom it is reasonably  
21 necessary to disclose the information for this litigation and who have signed the  
22 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
23 A;

24 (b) Experts of the Receiving Party (1) to whom disclosure is  
25 reasonably necessary for this litigation, and (2) who have signed the  
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (c) the court and its personnel;

28 (d) court reporters and their staff, professional jury or trial

1 consultants, and Professional Vendors to whom disclosure is reasonably necessary  
2 for this litigation and who have signed the "Acknowledgment and Agreement to Be  
3 Bound" (Exhibit A); and

4 (e) the author or recipient of a document containing the information  
5 or a custodian or other person who otherwise possessed or knew the information.

6 7.5 Court Access. Nothing in this Stipulation and Protective Order shall  
7 preclude Court officials or any certified reporter retained to transcribe depositions in  
8 this proceeding from access to designated materials during Court proceedings or  
9 depositions in this action.

10 7.6 Advice to Clients: Nothing in this Order will bar Counsel from  
11 rendering advice to their clients with respect to this litigation and, in the course  
12 thereof, relying upon any Protected Materials designated as "CONFIDENTIAL" or  
13 "ATTORNEYS' EYES ONLY", provided that the contents of the Protected  
14 Material must not be disclosed to those not authorized by this Order.

15 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
20 ONLY," that Party must:

21 (a) promptly notify in writing the Designating Party. Such  
22 notification shall include a copy of the subpoena or court order unless prohibited by  
23 law; and

24 (b) promptly notify in writing the party who caused the subpoena or  
25 order to issue in the other litigation that some or all of the material covered by the  
26 subpoena or order is subject to this Protective Order. Such notification shall include  
27 a copy of this Protective Order.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission, or unless otherwise required by the law or court order. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

1 (2) promptly provide the Non-Party with a copy of the  
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
3 specific description of the information requested; and

4 (3) make the information requested available for inspection by  
5 the Non-Party, if requested.

6 (c) If a Non-Party represented by counsel fails to commence the  
7 process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving  
8 the notice and accompanying information or fails contemporaneously to notify the  
9 Receiving Party that it has done so, the Receiving Party may produce the Non-  
10 Party's confidential information responsive to the discovery request. If an  
11 unrepresented Non-Party fails to seek a protective order from this court within 14  
12 days of receiving the notice and accompanying information, the Receiving Party  
13 may produce the Non-Party's confidential information responsive to the discovery  
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
15 not produce any information in its possession or control that is subject to the  
16 confidentiality agreement with the Non-Party before a determination by the court  
17 unless otherwise required by the law or court order. Absent a court order to the  
18 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
19 this court of its Protected Material.

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
22 Protected Material to any person or in any circumstance not authorized under this  
23 Protective Order, the Receiving Party must immediately (a) notify in writing the  
24 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
25 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
26 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
27 request such person or persons to execute the "Acknowledgment and Agreement to  
28

Be Bound” that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement into this Protective Order.

**12. FILING PROTECTED MATERIAL.**

A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned District Judge and Magistrate Judge, including any procedures adopted under the Pilot Project for the Electronic Submission and Filing of Under Seal Documents. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

**13. MISCELLANEOUS**

**12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

**12.2 Right to Assert Other Objections.** By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.  
2 Moreover, this Stipulation and Protective Order shall not preclude or limit any  
3 party's right to seek further and additional protection against or limitation upon  
4 production of documents produced in response to discovery.

5 12.3 Other Privileges. Nothing in this Stipulation and Protective Order shall  
6 require disclosure of materials a party contends are protected from disclosure by the  
7 attorney-client privilege or the attorney work-product doctrine. This provision shall  
8 not, however, be construed to preclude any party from moving the Court for an  
9 order directing the disclosure of such materials where it disputes the claim of  
10 attorney-client privilege or attorney work-product doctrine.

11 12.4 Modifications. The Stipulation and Protective Order shall not prevent a  
12 party from applying to the Court for relief therefrom, or from applying to the Court  
13 for a modification of this Protective Order or further protective orders, or from  
14 agreeing between themselves to modification of this Protective Order.

15 12.5 Captions. The captions of paragraphs contained in this Agreement are  
16 for reference only and are not to be construed in any way as a part of this  
17 Agreement.

18  
19 **14. FINAL DISPOSITION**

20 13.1 After the final disposition of this Action, as defined in Section 4, within  
21 60 days of a written request by the Designating Party, each Receiving Party must  
22 return all Protected Material to the Producing Party or destroy such material. As  
23 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
24 compilations, summaries, and any other format reproducing or capturing any of the  
25 Protected Material. Whether the Protected Material is returned or destroyed, the  
26 Receiving Party must submit a written certification to the Producing Party (and, if  
27 not the same person or entity, to the Designating Party) by the 60 day deadline that  
28 (1) identifies (by category, where appropriate) all the Protected Material that was



1 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
2 copies, abstracts, compilations, summaries or any other format reproducing or  
3 capturing any of the Protected Material.

4 13.2 Notwithstanding this provision, Counsel are entitled to retain an  
5 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
6 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
7 reports, attorney work product, and consultant and expert work product, even if such  
8 materials contain Protected Material. Any such archival copies that contain or  
9 constitute Protected Material remain subject to this Protective Order as set forth in  
10 Section 4.

11 IT IS SO ORDERED.

12 DATED: August 14, 2015



Hon. Charles F. Eick

Magistrate Judge

U.S. District Court, Central District of California

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1840 Century Park East, 17th Floor, Los Angeles, California 90067.

On August 14, 2015, I served true copies of the following document(s) described as **[PROPOSED] PROTECTIVE ORDER** on the interested parties in this action as follows:

Stephen M. Fishback	Attorneys for Plaintiff
Farid Zakaria	
KELLER, FISHBACK & JACKSON LLP	Tel: 818-342-7442
28720 Canwood Street, Suite 200	Fax: 818-342-7616
Agoura Hills. CA 91301	

**BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on August 14, 2015, at Los Angeles, California.

\_\_\_\_\_  
Noemi Lynch